## PX1 Ostrum Attachment E Emails

Gmail - First Class Whitening Order Number

Confirmation



## First Class Whitening Order Number 9938845 Confirmation

1 message

First Class Whitening <donotreply@firstclasswhitening.com>
Reply-To: "donotreply@firstclasswhitening.com" <donotreply@firstclasswhitening.com>
To:

Mon, Aug 29, 2016 at 12:06 PM

Thank You for Your Trial Order

Congratulations! Your Web-Only Trial has already been rushed to you.

Please keep this email because it contains important information regarding your order.

### Ordered From:

Order Date: 08/29/2016
First Class Whitening
7565 Commercial Way, Unit E
Henderson, NV 89011
1-877-530-9637
https://www.firstclasswhitening.com

Bill To:



Product Information
First Class Whitening Trial Fee \$1.03
Shipping \$3.87
Processing \$0.00
Tax \$0.00
Total \$4.90

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of First Class Whitening™ Teeth Whitening Pens.

We'll enter you into our First Class Whitening Club. With the Club you'll get a package of First Class Whitening Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-877-530-9637 or www.FirstClassWhitening.com), we'll conveniently bill your credit card \$94.31 for the full 30 day First Class Whitening System. Plus, you'll also get a package of First Class Whitening Teeth Whitening Pens about every 30 days. All this at the same monthly in-home price you paid for the original First Class Whitening System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "AWFIRST\*CLGL8003923911".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-877-530-9637 or by visiting the Easy Cancel link on our website or via written

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correspondence to:

- First Class Whitening
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the First Class Whitening System in order to ensure you will not be billed (please see our nohassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day First Class Whitening customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

First Class Whitening often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but First Class Whitening often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by First Class Whitening).

If you have been selected by First Class Whitening to be a sponsored member, you will be notified via email by First Class Whitening and by Beautyis.com.

By participating in this risk free trial, you consent to First Class Whitening sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

First Class Whitening®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-530-9637 or via written correspondence to:

- · First Class Whitening
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or tom) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

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If you have any questions about our policy, please email us at CustomerService@FirstClassWhitening.com. We will get back to you within one business day.

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You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card - you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of First Class Whitening™ Teeth Whitening Pens.

We'll also enter you into our First Class Whitening Club. With the Club you'll get a package of First Class Whitening Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, and unless you decide to take an action to cancel (by calling our customer service center at 1-877-530-9637 or www.FirstClassWhitening.com), we'll conveniently bill your credit card \$94.31 for the full 30 day First Class Whitening System. The cancellation and return policy is described in detail below. Plus, you'll also get a package of First Class Whitening Teeth Whitening Pens about every 30 days for the same monthly in-home price you paid for the original First Class Whitening System plus \$10.91 in shipping, all conveniently billed to your credit card.

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- Henderson, NV 89011

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By participating in this risk free trial, you consent to First Class Whitening sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

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Henderson, NV 89011

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Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by First Class Whitening and contains material which is derived in whole or in part by First Class Whitening and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and First Class Whitening.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the Privacy Policy and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

### Copyright

All Web site design, text, graphics, the selection and arrangement thereof, and all software Copyright © 2016, First Class Whitening. ALL RIGHTS RESERVED. Permission is granted to electronically copy and to print in hard copy portions of this Web site for the sole purpose of placing an order with First Class Whitening, using this Web site as a shopping vehicle, and for purposes of consulting with a health care practitioner. Any other use of materials on this Web site-including reproduction for purposes other than noted above, modification, distribution, or replication-without the prior written permission of First Class Whitening is strictly prohibited.

### Trademark

First Class Whitening web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of First Class Whitening. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Arbitration and Waiver of Class Action

If you purchase or participate in a trial for First Class Whitening in the United States (including its possessions and territories) or any other location, you and First Class Whitening agree that any dispute, claim or controversy arising out of or relating in any way to the First Class Whitening products or services, these Terms and Conditions of How the Offer

Gmail - First Class Whitening Order Number



Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and First Class Whitening are each waiving the right to a trial by jury or TO PARTICIPATE IN A CLASS ACTION. If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your First Class Whitening membership.

If you elect to seek arbitration or file a small claim court action, you must first send to First Class Whitening, by certified mail, a written Notice of your claim ("Notice"). The Notice to First Class Whitening must be addressed to: General Counsel, First Class Whitening, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If First Class Whitening initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by First Class Whitening, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If First Class Whitening and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or First Class Whitening may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after First Class Whitening receives notice at the Notice Address that you have commenced arbitration, First Class Whitening will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless First Class Whitening and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of First Class Whitening's last written settlement offer made before an arbitrator was selected (or if First Class Whitening did not make a settlement offer before an arbitrator was selected), then First Class Whitening will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND First Class Whitening AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and First Class Whitening agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.

### Disclaimer

FIRST CLASS WHITENING IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. FIRST CLASS WHITENING DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, FIRST CLASS WHITENING DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS

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SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

### Warranties

First Class Whitening does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

First Class Whitening shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. FIRST CLASS WHITENING MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by First Class Whitening or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

### Use of this Site

Except as specifically stated on this site, neither First Class Whitening nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

### SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

### Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

### Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@FirstClassWhitening.com. or call us Toll Free at 1-877-530-9637 or via written correspondence to

- First Class Whitening
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

Gmail - BellaAtHome Order Number

Confirmation



## BellaAtHome Order Number

Confirmation

1 message

BeliaAtHome < donotreply@bellaathome.com> Reply-To: "donotreply@bellaathome.com" <donotreply@bellaathome.com> Mon, Aug 29, 2016 at 12:08 PM

Thank You for Your Trial Order

Congratulations! Your Web-Only Trial has already been rushed to you.

Please keep this email because it contains important information regarding your order.

### Ordered From:

Order Date: 08/29/2016 **BellaAtHome** 7565 Commercial Way, Unit E Henderson, NV 89011 1-888-552-2402

https://www.bellaathome.com





**Product Information** BellaAtHome Trial Fee \$1.03 Shipping \$3.87 Processing \$0.00 Tax \$0.00 Total \$4.90

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 10 day trial of BellaAtHome™ Teeth Whitening Syringes.

We'll enter you into our BellaAtHome Bella Dazzler Club. With the Bella Dazzler Club you'll get a package of BellaAtHome Teeth Whitening Syringes so you can maintain your whiter teeth. (10) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-888-552-2402 or www.BellaAtHome.com), we'll conveniently bill your credit card \$92.13 for the full 30 day BellaAtHome System. Plus, you'll also get a package of BellaAtHome Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original BellaAtHome System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "bellahm\*tool8889868154".

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Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-888-552-2402 or by visiting the Easy Cancel link on our website or via written correspondence to:

- BellaAtHome
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the BellaAtHome System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

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Every day BellaAtHome customers use our product, and quickly attain the whiter teeth they deserve.

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For subsequent shipments in the Bella Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

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- Henderson, NV 89011

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You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-888-552-2402 or via written correspondence to:

Gmail - BellaAtHome Order Number

Confirmation

- BellaAtHome
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Bella Dazzler Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Bella Dazzler Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Bella Dazzler Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing BellaAtHome through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@BellaAtHome.com. We will get back to you within one business day.

Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by BellaAtHome and contains material which is derived in whole or in part by BellaAtHome and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and BellaAtHome.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the Privacy Policy and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Arizona Law, and international treaties.

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### Trademark

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Arbitration and Waiver of Class Action

Gmail - BellaAtHome Order Number Confirmation

If you purchase or participate in a trial for BellaAtHome in the United States (including its possessions and territories) or any other location, you and BellaAtHome agree that any dispute, claim or controversy arising out of or relating in any way to the BellaAtHome products or services, these Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and BellaAtHome are each waiving the right to a trial by jury or TO PARTICIPATE IN A CLASS ACTION. If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your BellaAtHome membership.

If you elect to seek arbitration or file a small claim court action, you must first send to BellaAtHome, by certified mail, a written Notice of your claim ("Notice"). The Notice to BellaAtHome must be addressed to: General Counsel, BellaAtHome, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If BellaAtHome initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by BellaAtHome, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If BellaAtHome and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or BellaAtHome may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after BellaAtHome receives notice at the Notice Address that you have commenced arbitration, BellaAtHome will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless BellaAtHome and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of BellaAtHome's last written settlement offer made before an arbitrator was selected (or if BellaAtHome did not make a settlement offer before an arbitrator was selected), then BellaAtHome will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND BeliaAthome AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR. OR ITS. INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and BellaAtHome agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.

Disclaimer

BELLAATHOME IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. BELLAATHOME DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE

Gmail - BellaAtHome Order Number



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, BELLAATHOME DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

### Warranties

BellaAtHome does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

BellaAtHome shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. BELLAATHOME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by BellaAtHome or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

### Use of this Site

Except as specifically stated on this site, neither BellaAtHome nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

### Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

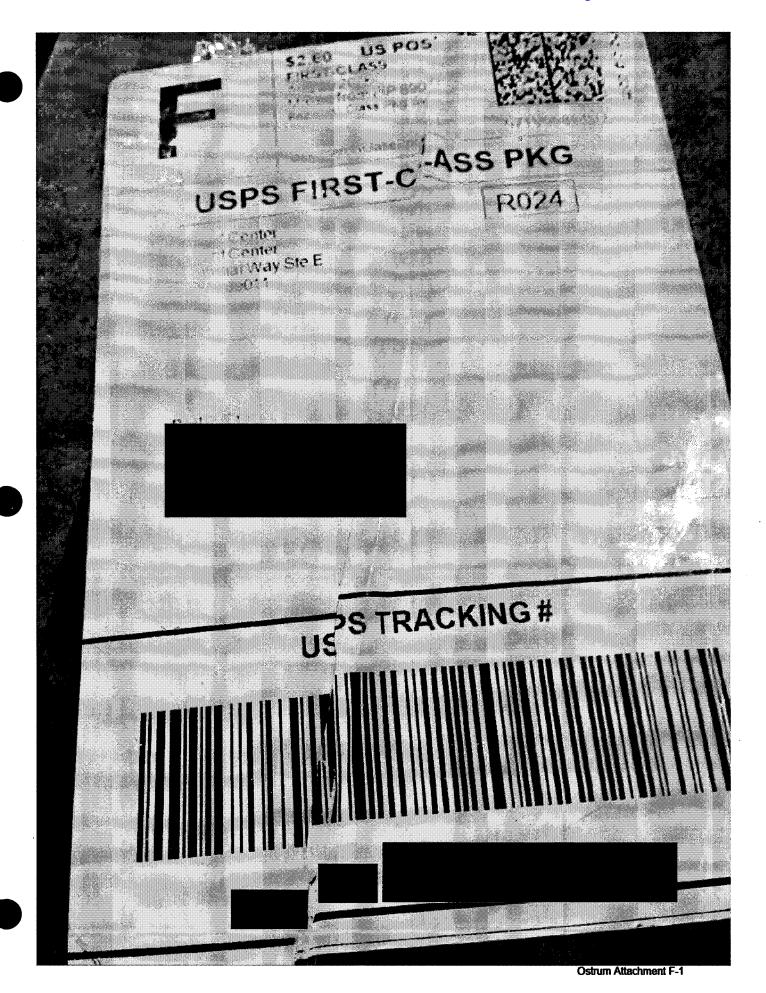
### Contacting the Web Site

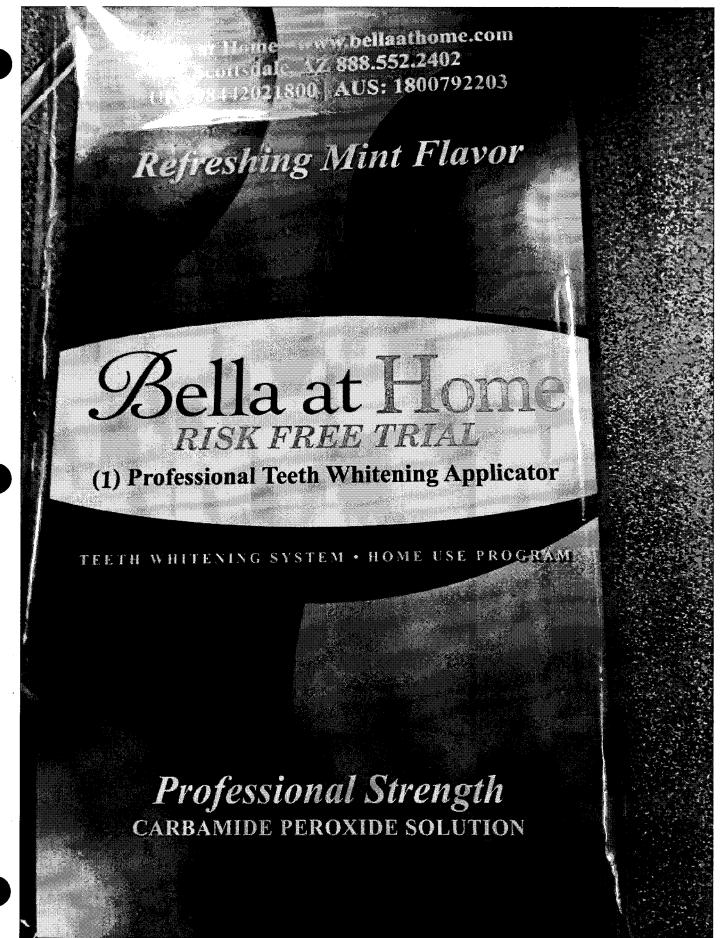
If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@BellaAtHome.com. or call us Toll Free at 1-888-552-2402 or via written correspondence to

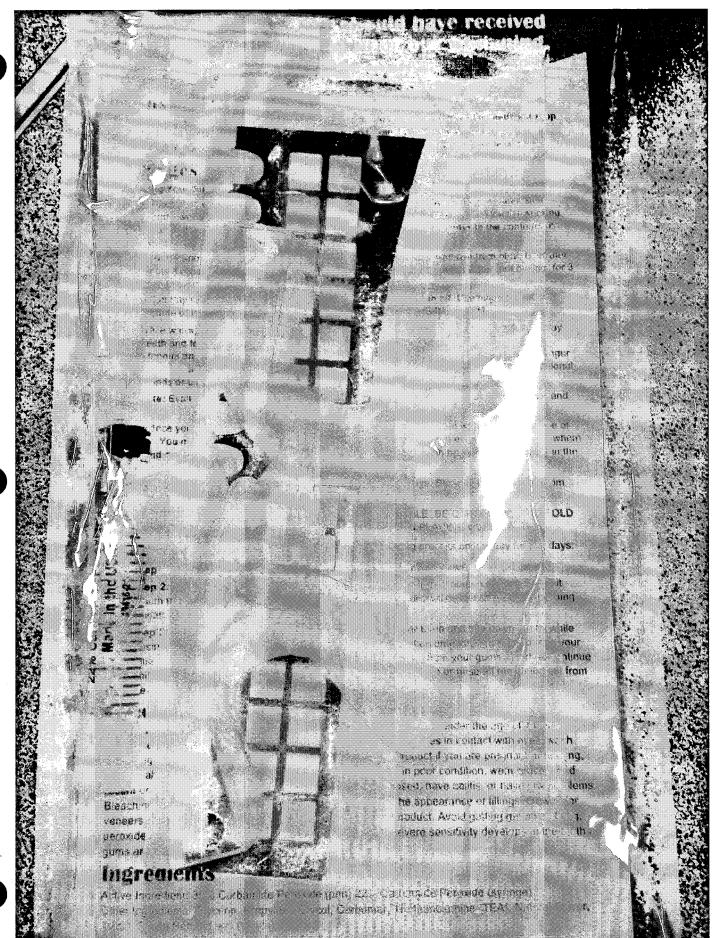
- BellaAtHome
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

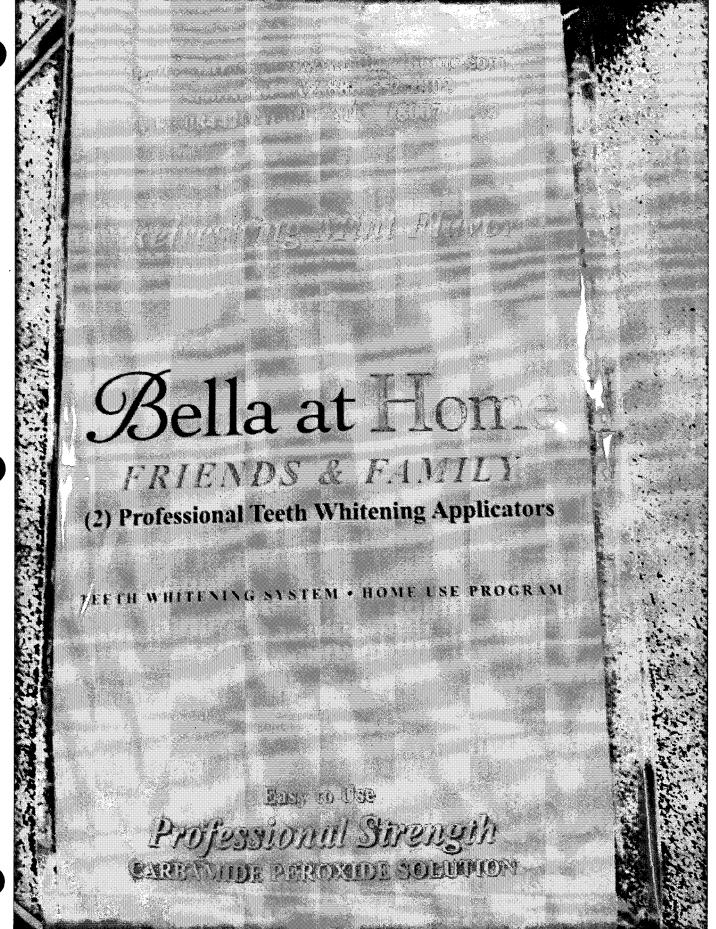
with any suggestions! Our Customer Service Team is available 24/7.

# PX1 Ostrum Attachment F Photographs

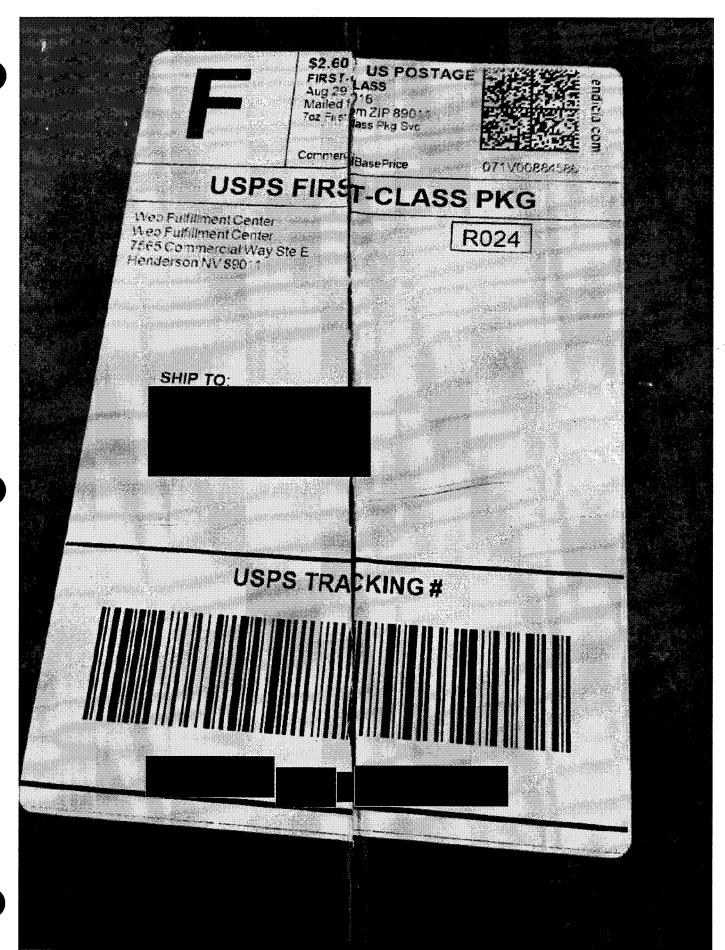






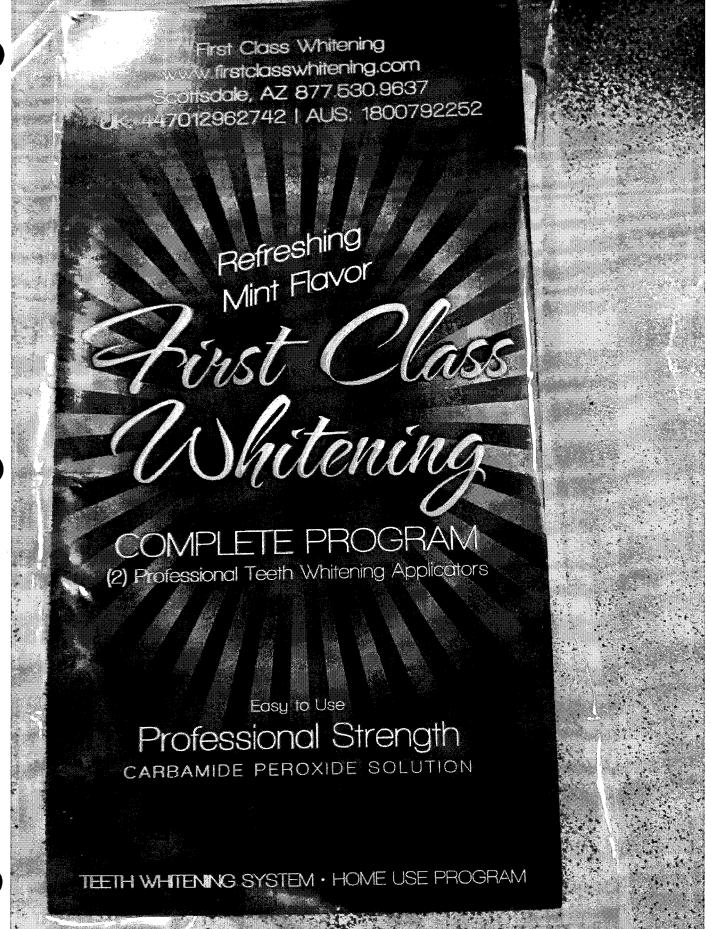








## In your package, you should have received either our whitening tray/syringe system. Pens This is and click base until get extrudes through brush fip. Apply thin layer to visible teem and keep m ing for 15 minutes. Rinse Apply in the morning and evening, twice daily. Construent pre-maint or actaling. It issue initation occurs, wait two days and use less 🕬 Suringes Forming Your Sure-Fit Mouth Trays: Prep. Practice Placing the trays over your teeth prior to placing the trays in the hot water. Bite unper and lower teeth together and press tongue against the root of your mouth. Practice sucking excess air and water away from the tray. When heated, this will form the trays to the contours of Heat: Heat water on conventional stove or in microwave until boiling. Remove from heat. Let water stand until it is no longer boiling, then immerse entire tray, except tab, in hot water (not boiling) for 3 5 seconds or until tray begins to lose shape. Form: Lift tray vertically from the water and allow excess water to run off. Use finger to test temperature of the tray, DO NOT PLACE EXTREMELY HOT TRAYS IN MOUTH Fit: While warm, place Sure-Fit trays one at a time, starting with the upper teeth. Carefully fit tray over teeth and follow procedures practiced earlier. Gently bite upper and lower teeth together. place tongue on roof of mouth and suck excess air and water away from tray. If desired, use linger pressure to secure tray around teeth to ensure a good fit. After set, leave in mouth for an additional 15 seconds or until material has sufficiently cooled enough to retain its shape. Evaluate: Evaluate fit for comfort. If under-heated, the tray can be reheated for 2 - 3 seconds and Trim: Once you are satisfied with the fit, use scissors to trim the tab flush with the front surface of the tray. You may also trim the upper portion of the tray even with the margin where teeth and gums meet. If doing so, be careful not to cut where the tooth has left an impression in the tray. Doing so may cause uneven whitening results. Storage: Excessive heat or sunlight may destroy the Sure-Fit trays. Store in a dry place at room CAUTION ONCE HEATED. TRAYS ARE EXTREMELY FLEXIBLE, BE CAREFUL NOT TO FOLD THE "U" SHAPED EDGES OF THE TRAYS TOGETHER WHEN PLACING OVER TEETH After you form your custom whitening trays, repeat the following process once a day for live days: Step 1. Brush teeth lightly and rinse your mouth thoroughly with water. Step 2. Run a small amount of flavored gel along the lower-frontal portion of each Sure-Fil mouth fray. Avoid overfilling trays with gel, as a small amount will deliver maximum whitening Step 3. Carefully place gel-filled upper and lower trays over teeth and bite down gently while closing mouth. Remove trays after 30 - 60 minutes. Thoroughly brush or rinse all remaining gel from teeth, gums and mouth. Precautions Keep out of reach of children. Not recommended for use by children under the age of 14. Avoid contact with eyes. If gel comes in contact with eyes, wash with a significant amount of water. You should not use this product if you are pregnant or nursing, have health problems, periodontal disease or gums that are in poor condition, wear braces, had recent oral surgery, decayed teeth, have roots that are exposed, have colitis, or have jar problems. Eleaching materials contain peroxides and will not change the appearance of fillings, crowns or veneers. Patients allergic to peroxides should not use this product. Avoid getting get on clothing, peroxides may bleach material. Discontinue use if pain or severe sensitivity develops in the teeth or gums and contact a dentist. Ingredients Active Ingredient: 35% Carbamide Peroxide (pen) 22% Carbamide Peroxide (syringe) Other Ingredients: Glycerin, Propylene Glycol, Carbomer, Triethanolamine (TEA), Natural Flavor. Xylitol, Stevia Rebaudiana (stevia).



## <mark>our package, you should howe received</mark> er our whitening pen or our whitening trau/suringe system is base until get extrudes through brush tip. Apply thin layer to visible footh and keep to minutes. Rinse, Apply in the morning and evening, twice daily I pregnant or lactating. If tissue imitation occurs, wait two days and up their yet. Your Sure-Fit Mouth Trays: the Placing the trays over your teeth prior to placing the trays in the hor writer latte. Tower teeth together and press tongue against the roof of your mouth practice sucking and water away from the tray. When heated, this will from the tray to the contours of to and conventional slove or in microways until boil on 2000 se from the eriger boiling, then immerse entire tray, except fact, in hot we at the colonial for pegins to lose shape. from the water and alic views to water to run off. Use finger to first DO NOT PLACE EXTREMELY HOT TRAYS IN MOUTH. :::-Fit trays one at a time, starting with thir upper teeth. ○ cacties practiced earlier. Gently bite upper and the such together, with and suck excess air and water away in tray, if desired, use forget in and suck excess air and water away the tray. If desired, use for ound teeth to ensure a good fit. After set, leave—mouth for an add al has sufficiently cooled enough to retain its shape mfort. If under-heated, the tray can be reheated for 2 - 3 seconds. with the fit, use saissors to trim the tab flush with the from surface of you may also first the upper portion of the tray even with the margin where teeth and righ. If coing so, be careful not to cuit where the tooth has left an impression in the tray, hitening results. ипау стиве и 🔍 y : Excessive heat or sunlight may destroy the Sure-Fit trays. Store in a dry place at room TI IN ONCE HEATED, TRAYS ARE EXTREMELY FLEXIBLE, BE CAREFUL NOT TO FOLD SHAPED EDGES OF THE TRAYS TOGETHER WHEN PLACING OVER TEETH ry, u form your custom whitening trays, repeat the following process once a day for five days: Seep 1. Brush teeth lightly and rinse your mouth thoroughly with water ep 2. Run a small amount of flavored gel along the lower-frontal portion of each Sure-Fit mouth tray. Avoid overfilling trays with gel, as a small amount will deliver maximum whitening Step 3. Carefully place gel-filled upper and lower trays over teeth and bite down garity while closing mouth. Remove trays after 30 - 60 minutes. Thoroughly brush or rinse all remaining get from teeth, gums and mouth. Precautions Keep out of reach of children. Not recommended for use by children under the age of 14. Avoid contact with eyes. If gel comes in contact with eyes, wash with a significant amount of water. You should not use this product if you are pregnant or nursing, have health problems, periodontal disease or gums that are in poor condition, wear braces, had recent oral surgery, decayed teeth, colitis, or have jar problems. Bleaching materials contain have roots that are exposed. It colitis, or have jar problems. Bleaching materials contain peroxides and will not change this pearance of fillings, crowns or veneers. Patients allergic to peroxides should not use this product. Avoid getting gel on clothing, peroxides may bleach material. Disconting use if pain or severe sensitivity develops in the teeth or gums and contact a dentist. Ingredients Active Ingredient: 35% Carbamide Peroxide (pen) 22% Carbamide Peroxide (syringe) Other Ingredients: Glycerin, Propylene Glycol, Carbomer, Triethanolamine (TEA), Natural Flavor, Xylitol, Stevia Rebaudiana (stevia).

## PX1 Ostrum Attachment G Emails

9/19/2016

Gmail - First Class Whitening Cancella ion Notice



## **First Class Whitening Cancellation Notice**

1 message

First Class Whitening <donotreply@firstclasswhitening.com>
Reply-To: "donotreply@firstclasswhitening.com" <donotreply@firstclasswhitening.com>
To:

Thu, Sep 8, 2016 at 2:56 PM

Dear

This email is being sent to confirm that your account has been cancelled. You will not receive any other shipments or charges.

If you wish to place an order with us in the future, or if you need further assistance, please contact our Customer Service Team. We'll be happy to assist you in any way we can.

Thank you,

First Class Whitening Customer Service Team 24 hours a day, 7 days a week 1-877-530-9637 (US Only)



9/19/2016

Gmail - BellaAtHome Cancellation Notice



### **BellaAtHome Cancellation Notice**

1 message

BellaAtHome <donotreply@bellaathome.com>
Reply-To: "donotreply@bellaathome.com" <donotreply@bellaathome.com>

Thu, Sep 8, 2016 at 2:59 PM

Dear ,

This email is being sent to confirm that your account has been cancelled. You will not receive any other shipments or charges.

If you wish to place an order with us in the future, or if you need further assistance, please contact our Customer Service Team. We'll be happy to assist you in any way we can.

Thank you,

BellaAtHome Customer Service Team 24 hours a day, 7 days a week 1-888-552-2402 (US Only)

## PX1 Ostrum Attachment H Credit Card Statement



Account Number	Statement Date	Total Amount Due
	09/15/2016	Not an Invoice. For your records.

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

## CITIBANK CARD

**CARD STATEMENT** 

\$0.00		\$428.81	\$428.81	
Previous Balance	Credits	New Charges	Total Activity	

**Invoice Date** 09/15/2016

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117 OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Billing Office to Discretionary	ode/Cost Center d: Code:				Account Number  Agency/Org Id: Tax Exempt#:	1		
Single Purcha	se Limit:		\$0.00	Cycle Purchase Limit:			\$0.00	
Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
*****	******	*****	NOTICE M	EMO	ITEM(S) LISTED BELOW********	*******	********	******
08/29/2016	08/30/2016	5968	24110396242816001394960	3	FIRSTCLASSWHITENINGGLOB	800-392- 3911	CO	\$1.03
08/29/2016	08/31/2016	5968	24275046243701286923546	4	BELLAATHOME8885522402	888-552- 2402	со	\$1.03
08/31/2016	09/01/2016	5968	24110396244816001507692	5	FIRSTCLASSWHITENINGGLOB A	800-392- 3911	СО	\$3.87
08/31/2016	09/02/2016	5968	24275046245701286928733	7	BELLAATHOME8885522402	888-552- 2402	со	\$3.87
09/06/2016	09/07/2016	5968	24110396250816001918015	8	FIRSTCLASSWHITENINGGLOB	800-392- 3911	co	\$94.31
09/08/2016	09/12/2016	5968	24275046253701286928773	10	BELLAATHOME8885522402	888-552- 2402	CO	\$92.13
*****	*****	*****	TOTAL	NOMA	UNT OF MEMO ITEM(S):			\$428.81
Memo Section	1							
Approval Sect	ion							



Invoice Date 09/15/2016

Sale Date	Post Date	MCC Code	Reference Number	Description	Total Amoun
Ci.	i is committed to the	he reduction of pa	per. Within the Commercial Cards bu	siness, you can switch to online statements now by r	egistering your card on CitiManager at
Account	ome.cards.citidire	ct.com/Commerci e easier: Online s	statements & CitiManager Mobile offer	siness, you can switch to online statements now by in already access statements online, together we as initiative alone. 24/7 access, security, and mobility. Log in at www.or the Statement tab.	e saving 2,170 trees each year through this
Sign-u	o for email or text i	message alerts to		o view. When on the go, access your account and re timanager.com/mobile	ecent activity through your mobile device at

### **Account Requests**

### CHANGE OF ADDRESS OR TELEPHONE NUMBER

Street Address		 		
City, State				
ZIP				
Home Phone	 			
Business Phone				

### **Payment Information**

- Enclose your check or money order payable in U.S. dollars to Citibank, N.A. with this payment coupon, but do not staple or tape hem together.
   Please do not send cash.
- Write your account number on the front of your check or money order.
- Please make sure the entire Citibank address appears through he window of your remittance envelope.
   If we receive your mailed payment in proper form at our processing facility by 5 00 p.m. Eastern Time, it will be credited as of hat day.
- Payments, adjustments, and charges received after the date indicated on the front as "Statement Date" will appear on your next statement.

Mail your payment in the envelope provided, or send your payment to:

Citibank, N.A. P.O. Box 78025 Phoenix, AZ 85062-8025

You may send your payment via overnight mail to:

Citibank, N.A. Attn: Payment Processing Center 78025 1820 E. Sky Harbor Circle South STE 150 Phoenix, AZ 85034

### **Account Inquiries**

In case of error or questions about your bill: If you think the Billing Statement is incorrect, or if you need more information about a transaction, write to us on a separate sheet at the address specified on the front of this statement as soon as possible. Please notify us no later han 60 days after the date of he bill on which the error or problem first appeared. Disputed amounts may be deducted from "Total Payments Due" after you notify CITI of disputed items.

### In the letter, please give us the following information:

- Your name and account number. For Centrally Billed Accounts, please include the Agency name and individual account number.
- · The dollar amount of the suspected error.
- Describe the error and explain the reason for the error, if more information is needed about an item, please describe it to us.
- Merchant disputes: If the Agency or Cardholder was unsuccessful in attempting to resolve a problem with a merchant concerning the quality of goods or services purchased with the CITI Government card, we may be able to help if we are notified in writing wi hin 60 days of the date of the charge.
- In the letter to us, please explain in detail the dispute and he results of he attempt to resolve it with the merchant. The letter must include the amount involved, and must be signed by the individual Cardholder. We will notify you of the results of our efforts.
- results of our efforts.

  If you returned merchandise and received a credit slip which has not yet been posted, please allow 30 days from the date it was issued. If it has not been posted to the Account by hen, forward a copy of the credit slip to us at the billing dispute address specified on the front of the statement. Along with the copy of the credit slip, please include a letter (signed by the individual Cardholder) stating that credit was not received. If a credit slip was not issued, please request one from he merchant. If the merchant refuses, please write to us and exolain the details.

- On non-disputed or any other matter shown by CITI not to be in error, CITI may charge the Agency or Cardholder the fee specified in the Cardholder Account Agreement for each copy of any document the Agency or Cardholder requests, such as duplicated periodic statements, transaction slips, and the like.
- Please save your charge receipt.
- Mail billing inquiries to:

Citibank, N.A. PO Box 6125 Sioux Falls, SD 57117-6125

- Telephone inquiries through CITI Customer Service,
- 24 hours a day, 7 days a week: Toll-free: 1-800-790-7206
- Call Collect: 904-954-7850

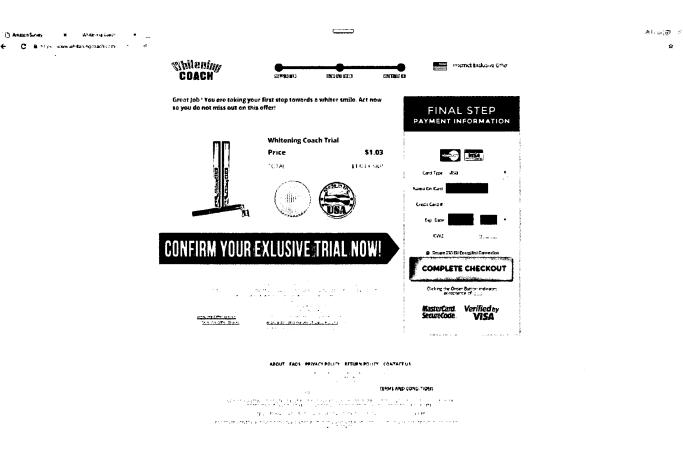
## Information about your CITI Government Card Account

Report Lost or Stolen Card Immediately: Our telephone lines are open every day, 24 hours a day. Call the Customer Service number listed here or specified on the front of the statement immediately (day or night). After you notify us, you will not be liable for any unauthorized use of your Card.

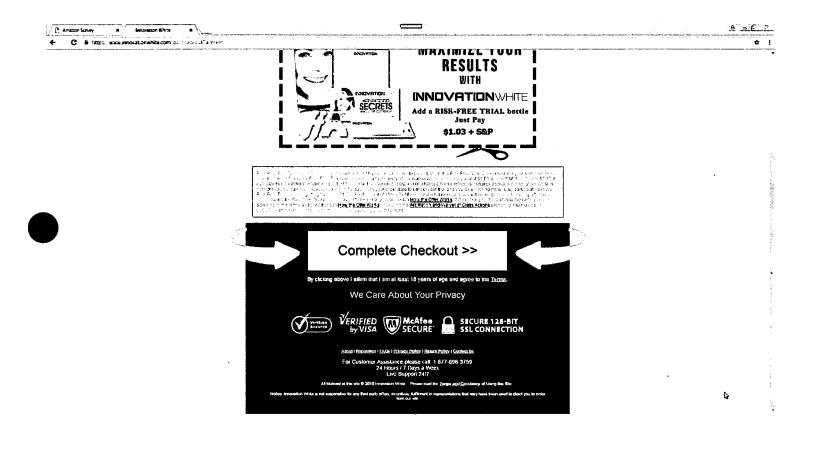
From within the Continental U.S.: Toll-free: 1-800-790-7206 From outside the Continental U.S.: Call Collect: 904-954-7850

R1410-8240G-0117

# PX1 Ostrum Attachment J Web Capture(s)

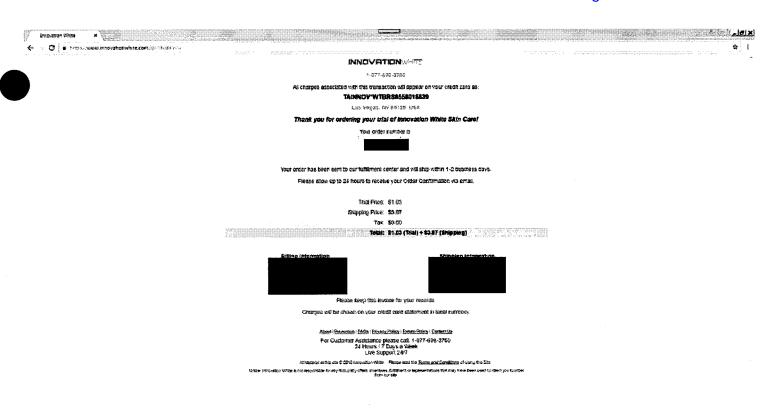


Complete Checkout >>



## PX1 Ostrum Attachment K Web Capture(s)

# Case 2:17-cv-02000-APG-GWF Document 5-1 Filed 07/24/17 Page 37 of 50



# PX1 Ostrum Attachment L Emails

Gmail - Whitening Coach Order Number



# Whitening Coach Order Number

Confirmation

1 message

Whitening Coach <donotreply@whiteningcoach.com> Reply-To: "donotreply@whiteningcoach.com" <donotreply@whiteningcoach.com> Mon, Sep 19, 2016 at 3:32 PM

Thank You for Your Trial Order

Congratulations! Your Web-Only Trial has already been rushed to you.

Please keep this email because it contains important information regarding your order.

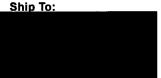
#### Ordered From:

Order Date: 09/19/2016 Whitening Coach 7565 Commercial Way, Unit E Henderson, NV 89011 1-855-740-8914

https://www.whiteningcoach.com

Bill To:





**Product Information** Whitening Coach Trial Fee \$1.03 Shipping \$3.87 Processing \$0.00 Tax \$0.00 Total \$4.90

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 8 day trial of Whitening Coach™ Teeth Whitening Pens.

We'll enter you into our Whitening Coach Club. With the Club you'll get a package of Whitening Coach Teeth Whitening Pens so you can maintain your whiter teeth. (8) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-855-740-8914 or www.WhiteningCoach.com), we'll conveniently bill your credit card \$94.31 for the full 30 day Whitening Coach System. Plus, you'll also get a package of Whitening Coach Teeth Whitening Pens about every 30 days. All this at the same monthly in-home price you paid for the original Whitening Coach System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "BFCOACH\*WTE8888954363".

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-855-740-8914 or by visiting the Easy Cancel link on our website or via written

Gmail - Whitening Coach Order Number

Confirmation

correspondence to:

- · Whitening Coach
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of the Whitening Coach System in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment. Return Shipping fees on returned Web-Only Trial package will be reimbursed on request and with documentation of shipping price after the package has been received up to a maximum of \$4.95

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Whitening Coach customers use our product, and quickly attain the whiter teeth they deserve.

We reserve the right to **lower** the price of the monthly supply in the trial shipment or subsequent shipment orders in the Club, provided we notify you via email of a price change.

Whitening Coach often sponsors its customers for membership in Beautyis.com. Beautyis.com is a comprehensive health and beauty site which sells myriad health and beauty products online at the guaranteed lowest prices available. Membership typically runs \$10.00 per year, but Whitening Coach often chooses to sponsor its customers for membership on this site. As a member, you will get a \$10.00 gift card credit which you can use at the site as well as a free lifetime membership (paid for by Whitening Coach).

If you have been selected by Whitening Coach to be a sponsored member, you will be notified via email by Whitening Coach and by Beautyis.com.

By participating in this risk free trial, you consent to Whitening Coach sponsoring your membership, providing your name, address, phone number and other such personal information (not your credit card number) to Beautyis.com and allowing Beautyis.com to email you various offers and newsletter information.

Whitening Coach®'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to our website and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-855-740-8914 or via written correspondence to:

- Whitening Coach
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

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If you have any questions about our policy, please email us at CustomerService@WhiteningCoach.com. We will get back to you within one business day.

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- Henderson, NV 89011

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Confirmatio

Henderson, NV 89011

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Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

Terms of Using This Site

This web site is owned and operated by Whitening Coach and contains material which is derived in whole or in part by Whitening Coach and its partners and manufacturers. The following are terms of a legal agreement between you, the user of the website, and Whitening Coach.

By accessing, browsing and/or using this site, you acknowledge that you have read, understood, and agree to be bound by these terms and the terms of the Privacy Policy and to comply with all applicable laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright law, State of Indiana Law, and international treaties.

## Copyright

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## Trademark

Whitening Coach web pages, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of Whitening Coach. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Whitening Coach in the United States (including its possessions and territories) or any other location, you and Whitening Coach agree that any dispute, claim or controversy arising out of or relating in any way to the Whitening Coach products or services, these Terms and Conditions of How the Offer Works,

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Returns and Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Whitening Coach are each waiving the right to a trial by jury or TO PARTICIPATE IN A CLASS ACTION. If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Whitening Coach membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Whitening Coach, by certified mail, a written Notice of your claim ("Notice"). The Notice to Whitening Coach must be addressed to: General Counsel, Whitening Coach, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Whitening Coach initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Whitening Coach, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Whitening Coach and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Whitening Coach may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Whitening Coach receives notice at the Notice Address that you have commenced arbitration, Whitening Coach will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Whitening Coach and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Whitening Coach's last written settlement offer made before an arbitrator was selected (or if Whitening Coach did not make a settlement offer before an arbitrator was selected), then Whitening Coach will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND Whitening Coach AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Whitening Coach agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.

#### Disclaimer

WHITENING COACH IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THIS SITE OR ITS CONTENTS. WHITENING COACH DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING FOR EXAMPLE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, WHITENING COACH DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THIS SITE IS

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ACCURATE, COMPLETE OR CURRENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

#### Warranties

Whitening Coach does not provide any warranties on products. Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you.

Limitation of Liability: Purchase and Use of Products

Whitening Coach shall have no liability to you as a publisher of information, or reseller of any products or vendor services, including, without limitation, any liability for any defective products. WHITENING COACH MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Whitening Coach or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site

Except as specifically stated on this site, neither Whitening Coach nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

#### Other

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@WhiteningCoach.com. or call us Toll Free at 1-855-740-8914 or via written correspondence to

- · Whitening Coach
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.



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Confirmation



# **Innovation White Order Number**

Confirmation

1 message

Innovation White <donotreply@innovationwhite.com> Reply-To: "donotreply@innovationwhite.com" <donotreply@innovationwhite.com> Mon, Sep 19, 2016 at 3:33 PM

Thank You for Your Trial Order

Congratulations! Your Web-Only Trial has already been rushed to you.

Please keep this email because it contains important information regarding your order.

Ordered From:

Order Date: 09/19/2016 Innovation White 7565 Commercial Way, Unit E Henderson, NV 89011 1-877-698-3759

https://www.innovationwhite.com



Ship To:



**Product Information** Innovation White Trial Fee \$1.03 Shipping \$3.87 Processing \$0.00 Tax \$0.00 Total \$4.90

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the total listed above, you will receive a 10 day trial of Innovation White™ Teeth Whitening Syringes.

We'll enter you into our Innovation White Club. With the Club you'll get a package of Innovation White Teeth Whitening Syringes so you can maintain your whiter teeth. (10) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-877-698-3759 or www.InnovationWhite.com), we'll conveniently bill your credit card \$92.13 for the full 30 day Innovation White System. Plus, you'll also get a package of Innovation White Teeth Whitening Syringes about every 30 days. All this at the same monthly in-home price you paid for the original Innovation White System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TAINNOV\*WTBRS8558015839".

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Henderson, NV 89011

We are open 24 Hours / 7 Days a Week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Complete Program portion of the Club in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. You must take affirmative action to avoid further billing. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or tom) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA number must be written on the package in order for a credit to be issued. All shipping charges on non-trial shipments are the responsibility of the customer. Although you can return product from an ongoing Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers who cancel during the trial period and return the product are eligible to receive a refund on the Initial Trial fee, as well as initial shipping costs.

Customers purchasing Innovation White through an incentive web site (qualifying for, as an example, a Free IPAD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer, will result in disqualification for your free gift.

If you have any questions about our policy, please email us at CustomerService@InnovationWhite.com. We will get back to you within one business day.

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Arbitration and Waiver of Class Action

If you purchase or participate in a trial for Innovation White in the United States (including its possessions and territories) or any other location, you and Innovation White agree that any dispute, claim or controversy arising out of or relating in any way to the Innovation White products or services, these Terms and Conditions of How the Offer Works, Returns and



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Refund Policy, Privacy Policy, Contact Information Terms and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Innovation White are each waiving the right to a trial by jury or TO PARTICIPATE IN A CLASS ACTION. If this arbitration clause is determined to be unenforceable, you agree that all claims will be handled and brought in small claims court. This arbitration provision shall survive termination of this Agreement and the termination of your Innovation White membership.

If you elect to seek arbitration or file a small claim court action, you must first send to Innovation White, by certified mail, a written Notice of your claim ("Notice"). The Notice to Innovation White must be addressed to: General Counsel, Innovation White, LLC., 7565 Commercial Way, Unit E, Henderson, NV 89012 ("Notice Address"). If Innovation White initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by Innovation White, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If Innovation White and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Innovation White may commence an arbitration proceeding or file a claim in small claims court.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org. If you are required to pay a filing fee, after Innovation White receives notice at the Notice Address that you have commenced arbitration, Innovation White will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event the parties will be equally responsible for filing fees.

The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement.

Unless Innovation White and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence.

If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Innovation White's last written settlement offer made before an arbitrator was selected (or if Innovation White did not make a settlement offer before an arbitrator was selected), then Innovation White will pay you the amount of the award or US\$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

The arbitrator will be selected pursuant to the AAA Rules.

YOU AND Innovation White AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR, OR ITS, INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Innovation White agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. THE ARBITRATOR MAY NOT AWARD EITHER PARTY PUNITIVE DAMAGES. UNLESS PROHIBITED BY THE AAA RULES, THE ARBITRATOR SHALL AWARD THE PREVAILING PARTY ITS REASONABLE ATTORNEY'S FEES AND COSTS, BUT IN ANY CASE NOT TO EXCEED \$5,000, WHICH FOR THE PURPOSE OF THIS AGREEMENT IS MUTUALLY AGREED TO BE THE HIGHEST LEVEL OF REASONABLE ATTORNEY FEES.

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Confirmation



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We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Innovation White or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY COSMETIC PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

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## Other

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, of for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact CustomerService@InnovationWhite.com. or call us Toll Free at 1-877-698-3759 or via written correspondence to

- · Innovation White
- 7565 Commercial Way, Unit E
- Henderson, NV 89011

with any suggestions! Our Customer Service Team is available 24/7.

